

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

FTI CONSULTING, INC.,

Plaintiff,

v.

**TRUSUN TECHNOLOGIES, LLC
D/B/A TRUSOLIS TECHNOLOGIES;
THE JOHNSTON FAMILY TRUST;
AND JOHN F. JOHNSTON,**

Defendants.

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Civil Action No. 1:22-cv-778

COMPLAINT

Plaintiff FTI Consulting, Inc. (“FTI” or “Plaintiff”), as and for its complaint against defendants TruSun Technologies, LLC d/b/a TruSolis Technologies (“TruSun”), The Johnston Family Trust (JFT) and John F. Johnston (“Johnston”) (collectively hereinafter referred to as “Defendants”), states:

NATURE OF THE ACTION

1. This is a civil action to recover unpaid expert witness and consulting fees in the amount of \$173,247.

THE PARTIES

2. Plaintiff FTI is a Maryland corporation with its principal place of business at 555 12th Street NW, Washington DC 20004.

3. Defendant TruSun is a Texas limited liability company with its principal place of business at 248 Addie Roy Road, Suite B-204, Austin Texas 78746. TruSun may be served with process by serving its registered agent, William R. Leighton, at 248 Addie Roy Road, Suite B-204, Austin Texas 78746.

4. On information and belief, defendant JFT is a trust entity with a mailing address at 1 Hunter Street, Ground Floor, Ontario, Canada L8N3W1, and can be served with process by serving its trustee, John F. Johnston, at his business address of 248 Addie Roy Road, Suite B-204, Austin Texas 78746.

5. On information and belief, defendant Johnston resides in and is a citizen of the State of California, and can be served with process at his business address of 248 Addie Roy Road, Suite B-204, Austin Texas 78746.

JURISDICTION AND VENUE

6. The Court has subject matter jurisdiction over this civil action because the matter in controversy exceeds the sum of \$75,000, exclusive of interest and costs, and is between citizens of different states. Plaintiff is a dual citizen of Maryland and Washington, D.C. On information and belief none of the Defendants, including none of the members of TruSun, are citizens of either jurisdiction.

7. This action may be brought in this judicial district because a substantial part of the events or omissions giving rise to the claim occurred here, including, the underlying civil action for which Plaintiff was retained.

8. This Court has general jurisdiction over TruSun, a resident of this state. The Court has specific jurisdiction over all three Defendants in that the action arises out of and relates to the civil action Defendants brought, as plaintiffs, for which FTI was retained to provide expert witness services in this district.

FACTUAL ALLEGATIONS

9. Plaintiff is a global business advisory firm providing forensic accounting and litigation consulting services, including expert testimony relating to intellectual property disputes.

10. Pursuant to a letter agreement dated September 9, 2020, Defendants retained FTI in connection with a lawsuit they had filed in the U.S. District Court for the Western District of Texas styled, *TruSun Technologies, LLC, et al., v. Eaton Corp., et al.*, Case No. 6:19-cv-00656-ADA (W.D. Texas) (the “Patent Litigation”). The Patent Litigation involved allegations of theft of trade secrets, patent infringement, and the correction of patent inventorship, and all three Defendants here (TruSun, JFT, and Johnston) were named plaintiffs.

11. A true and correct copy of the letter of engagement (the “LOE”) is attached hereto as Exhibit A.

12. The parties to the LOE were FTI and Defendants TruSun, JFT, and Johnston.

13. The LOE provides that it “shall be governed by the laws of the State of Texas, without regard to its conflict of laws principles.”

14. Under the LOE, Defendants promised to pay FTI’s “customary fee of \$795 per hour, plus reasonable expenses.” The LOE directed FTI to submit its invoices to Defendants’ litigation counsel, Duane Morris LLP, which promised to “coordinate with [Defendants] to arrange payment [ordinarily within 60 days].”

15. At the direction of Defendants’ counsel, FTI provided expert services in connection with the Patent Litigation, including the calculation of damages and expert testimony.

16. Pursuant to the LOE, FTI submitted periodic invoices to Defendants (c/o of their counsel). In total, FTI billed \$506,673.00 in ten separate invoices.

17. Neither counsel nor Defendants objected to any of the invoices presented by FTI. Nor did they dispute the quality, appropriateness, or nature of the services FTI performed in connection with the Patent Litigation.

18. Of the ten invoices FTI issued, TruSun paid on behalf of Defendants four, in the total amount of \$333,426.00. Defendants did not pay the other six FTI invoices, which were issued on the following dates and in the following amounts: July 15, 2021 for \$48,483 (Exhibit B), October 14, 2021 for \$32,860 (Exhibit C), November 12, 2021 for \$14,579 (Exhibit D), December 14, 2021 for \$39,748 (Exhibit E), January 13, 2022 for \$34,750 (Exhibit F), January 18, 2022 for \$2,827 (Exhibit G). These six invoices total \$173,247.00.

19. According to the Court's docket, the parties settled the Patent Litigation and, on February 9, 2022, filed a stipulation dismissing the action .

20. Despite their promise to pay in the LOE and numerous demands for payment by FTI, Defendants have made no payments against FTI's six outstanding invoices.

21. The total amount outstanding is \$173,247.00, all of which remains unpaid and past due.

BREACH OF CONTRACT

22. Plaintiff FTI incorporates the allegations of paragraphs 1-21 above as if fully set forth herein.

23. The LOE constitutes a valid and binding contract between FTI and Defendants.

24. FTI performed the services required under the LOE and duly invoiced Defendants for payment, all pursuant to and in accordance with the LOE.

25. In breach of their obligations under the LOE, Defendants have failed and refused to pay the amounts due on six of the ten invoices issued by FTI (Exhibits B-G) within the promised 60 days from the date of each invoice, or ever.

26. FTI has been damaged as a result of Defendants' breach of the LOE in the amount of \$173,247.00

ATTORNEYS' FEES

27. FTI incorporates the allegations of paragraphs 1-26 above as if fully set forth herein.

28. As a result of Defendants' breach of contract, FTI has been compelled to retain the undersigned counsel in order to prosecute this lawsuit. FTI has made presentment of its claims to Defendants, but none of them have paid on FTI's claims. Pursuant to Chapter 38 of the Texas Civil Practice and Remedies Code, FTI is entitled to recover its reasonable attorneys' fees and court costs for the prosecution of this cause.

PRAYER FOR RELIEF

WHEREFORE, for the foregoing reasons, FTI respectfully requests that Defendants TruSun Technologies, LLC d/b/a TruSolis Technologies, The Johnston Family Trust, and John F. Johnston be cited to appear and answer and that Plaintiff FTI have judgment against Defendants, jointly and severally, as follows:

- (a) For actual damages in the principal amount of \$173,247.00; and
- (b) Prejudgment interest not to exceed the maximum allowable by law from the 61st day following the date of each invoice through the date of judgment; and
- (c) Post-judgment interest at the maximum rate allowable by law; and
- (d) Attorneys' fees and costs of suit; and
- (e) Such other and further relief, both at law and in equity, to which Plaintiff FTI may show itself justly entitled.

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Dated: August 3, 2022

Respectfully submitted,

/s/ Dorothy Abzanka Culham

J. Robert Arnett II
Texas Bar No. 01332900
barnett@carterarnett.com
Dorothy Abzanka Culham
Texas Bar No. 05207550
dculham@carterarnett.com
CARTER ARNETT PLLC
8150 N. Central Expressway, Suite 500
Dallas, Texas 75206
Telephone: (214) 550-8188
Facsimile: (214) 550-8185

Andrew T. Solomon
asolomon@solomoncramer.com
Pro hac vice admission to be sought
SOLOMON & CRAMER LLP
25 West 39th Street, 7th Floor
New York, New York 10018
Telephone: (212) 884-9102
Facsimile: (516) 368-3896

ATTORNEYS FOR PLAINTIFF FTI
CONSULTING, INC.

EXHIBIT A

NEW YORK
LONDON
SINGAPORE
PHILADELPHIA
CHICAGO
WASHINGTON, DC
SAN FRANCISCO
SILICON VALLEY
SAN DIEGO
LOS ANGELES
TAIWAN
BOSTON
HOUSTON
AUSTIN
HANOI
HO CHI MINH CITY

Duane Morris®

FIRM and AFFILIATE OFFICES

GILBERT A. GREENE
E-MAIL: BGreene@duanemorris.com
Telephone: 512/277-2246
Fax: 512/277-2301
www.duanemorris.com

SHANGHAI
ATLANTA
BALTIMORE
WILMINGTON
MIAMI
BOCA RATON
PITTSBURGH
NEWARK
LAS VEGAS
CHERRY HILL
LAKE TAHOE
MYANMAR
OMAN
A GCC REPRESENTATIVE OFFICE
OF DUANE MORRIS
ALLIANCES IN MEXICO
AND SRI LANKA

September 9, 2020

VIA E-MAIL

Brent K. Bersin, CPA/CFF, CLP
FTI Consulting, Inc.
1301 McKinney Street
Suite 3500
Houston, TX 77010
Brent.Bersin@fticonsulting.com

Re: *TruSun Technologies, LLC et al. v. Eaton Corp. et al.*
Case No. 6:19-cv-00656-ADA, W.D. Tex.

Dear Brent:

Duane Morris LLP represents TruSun Technologies, LLC d/b/a TruSolis Technologies, the Johnston Family Trust, and John F. Johnston (collectively “TruSun”) in connection with the above-referenced lawsuit it has brought in Texas against Eaton Corporation, Cooper Lighting, LLC d/b/a Cooper Lighting Solutions, and Signify Holding B.V. Acting on behalf of TruSun, we have discussed with you the possibility of you serving as an expert consultant in this lawsuit. I am pleased to inform you that TruSun has agreed to retain you for that purpose, in accordance with the following terms. Please signify your agreement to these terms by countersigning this letter and returning a copy to me. Duane Morris LLP represents and warrants that TruSun has been provided a copy of this agreement, agrees to the terms hereof, and has authorized Duane Morris LLP to enter into this agreement in its behalf.

TruSun agrees to pay your customary fee of \$795 per hour, plus reasonable expenses you incur in connection with your work for TruSun on this engagement. Significant expenses, such as those exceeding \$1000, should be approved in advance, if possible.

Please send your invoices and supporting receipts for expenses to us monthly, and we will coordinate with TruSun to arrange payment, which will ordinarily be made within 60 days of receipt of each invoice. Please understand, however, that while Duane Morris LLP will facilitate payment of your fees and expenses, TruSun is ultimately responsible for them. In

Brent K. Bersin, CPA/CFF, CLP
September 9, 2020
Page 2

Duane Morris

addition to any other remedies available at law, FTI Consulting, Inc. (“FTI”) reserves the right to stop providing services in the event any undisputed invoice amount is not paid within ninety (90) days of the invoice date. If FTI and/or any of its employees receive a subpoena and are required to testify or provide evidence at or in connection with any judicial or administrative proceeding relating to this engagement to which FTI is not a party, TruSun will compensate FTI at its regular hourly rates and reimburse FTI for reasonable expenses (including counsel fees) with respect thereto.

In the course of your retention, we may call upon you to provide information, prepare studies or reports, participate in meetings, review materials, and undertake other tasks for Duane Morris LLP as counsel to TruSun. We intend that your work, opinions, conclusions, and communications will be covered by the attorney-client privilege and work product doctrine to the extent provided by law, and you agree to do all things necessary to preserve those privileges.

You agree that documents and information of any kind that you (or anyone assisting you) acquire will be maintained in strict confidence and not disclosed to any other person or party without our prior written consent. All documentary material provided to you (or to anyone assisting you) together with all copies thereof must be returned immediately upon request, except to the extent FTI is required to keep copies as required by law, regulation, legal process or internal document retention policy, or stored on any automatic computer back-up system. In addition, any activities that you or those assisting you perform under this agreement, and any conclusions or judgments that you reach or have reached, must be maintained as confidential in the same way. You should understand that these restrictions will continue even after the termination of this consulting work for TruSun and after the termination of the engagement.

You also agree that during the pendency of this engagement, you, Brent Bersin, will not take on any litigation or arbitration work for any third parties who are adverse to TruSun.

Reports and other documents generated or obtained by you in the course of your work on this engagement will be the property of TruSun. If authored by you, they will be considered “Works Made For Hire” and all rights, title, and interest in such works is hereby assigned by you to TruSun. Such materials will be turned over to Duane Morris LLP at the completion of this engagement.

FTI shall not be liable to Duane Morris, TruSun or their respective successors, assigns or affiliates for damages in excess of the total amount of the fees paid to FTI under this engagement letter.

This engagement letter shall be governed by the laws of the State of Texas, without regard to its conflict of laws principles. TruSun and FTI irrevocably and unconditionally agree to waive a jury trial in any action, proceeding or counterclaim arising out of or relating to this engagement.

The nature and duration of your retention will be determined by Duane Morris LLP on behalf of TruSun and may be modified or terminated by us at any time for any reason. This agreement may not be amended or modified, nor any provision waived by any means other than an express writing to such effect which is signed by you and Duane Morris LLP.

Brent K. Bersin, CPA/CFF, CLP
September 9, 2020
Page 3

DuaneMorris

We greatly appreciate your help in this engagement, and we look forward to working with you.

Very truly yours,



Bert Greene

ACCEPTED AND AGREED:



Brent K. Bersin
Senior Managing Director
FTI Consulting, Inc.

Dated: 09-09-2020

EXHIBIT B

Forensic & Litigation Consulting

July 15, 2021

Bert Greene
Duane Morris LLP
Las Cimas IV
900 S. Capital of Texas Hwy., Suite 300
Austin, TX 78746
bgreene@duanemorris.com

Re: TruSun Technologies v. Eaton Corp.

FTI Job No. 007436.0147

Enclosed is our invoice for professional services rendered in connection with the above referenced matter. This invoice covers professional fees through June 30, 2021.

Please do not hesitate to call me to discuss this invoice or any other matter.

Sincerely yours,

Ida Shea
Managing Director

Enclosures

cc: bgreene@duanemorris.com

Invoice Summary

Bert Greene
Duane Morris LLP
Las Cimas IV
900 S. Capital of Texas Hwy., Suite 300
Austin, TX 78746
bgreene@duanemorris.com

July 15, 2021
FTI Invoice No. 7589457
FTI Job No. 007436.0147
Terms NET 30
FEDERAL I.D. [REDACTED]

Re: TruSun Technologies v. Eaton Corp.

Current Invoice Period: Charges Posted through June 30, 2021

PROFESSIONAL SERVICES

43.30	Hours at	\$795.00	per hour /	Brent Bersin	\$34,423.50
19.30	Hours at	\$665.00	per hour /	Ida Shea	\$12,834.50
2.50	Hours at	\$310.00	per hour /	Ruoning Xu	\$775.00
6.00	Hours at	\$75.00	per hour /	Alfred Seivold	\$450.00
					<u>\$48,483.00</u>

Total Due This Period					\$48,483.00
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OUR RECORDS INDICATE THE FOLLOWING INVOICES REMAIN UNPAID

Invoice Number	Date	Amount
7586102	June 14, 2021	\$34,159.50
Total Outstanding Invoices		\$34,159.50

Total Amount Due..... \$82,642.50



Invoice Remittance

Bert Greene
Duane Morris LLP
Las Cimas IV
900 S. Capital of Texas Hwy., Suite 300
Austin, TX 78746
bgreene@duanemorris.com

July 15, 2021
FTI Invoice No. 7589457
FTI Job No. 007436.0147
Terms NET 30
FEDERAL I.D. [REDACTED]

Re: TruSun Technologies v. Eaton Corp.

Current Invoice Period: Charges Posted through June 30, 2021

Professional Services.....	\$48,483.00
Expenses.....	\$0.00
Total Amount Due this Period.....	\$48,483.00
Previous Balance Due.....	\$34,159.50
Total Amount Due.....	<u>\$82,642.50</u>

Please Remit Payment To: FTI Consulting, Inc.
P.O. Box 418005
Boston, MA 02241-8005

Wire Payment To: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

ACH Payments To: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Invoice Detail

PROFESSIONAL SERVICES

Brent Bersin

Senior Managing Director

06/01/21		3.20
06/02/21		3.60
06/03/21		1.50
06/04/21		1.50
06/07/21		2.50
06/09/21		3.10
06/12/21		1.00
06/15/21		2.20
06/16/21		3.60
06/17/21		3.00
06/23/21		4.20
06/24/21		3.90
06/25/21		2.00
06/26/21		1.50
06/28/21		2.50
06/30/21		4.00

\$795.00 per hour x total hrs of	43.30	\$34,423.50
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Ida Shea

Managing Director

06/01/21		5.00
06/02/21		1.80
06/14/21		3.00
06/15/21		5.00
06/24/21		1.00
06/25/21		2.00
06/28/21		1.00
06/29/21		0.50

\$665.00 per hour x total hrs of	19.30	\$12,834.50
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Ruoning Xu

Consultant

06/28/21		1.50
06/29/21		1.00

\$310.00 per hour x total hrs of	2.50	\$775.00
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Alfred Seivold

Intern

06/29/21		4.50
06/30/21		1.50

\$75.00 per hour x total hrs of	6.00	\$450.00
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EXHIBIT C



Forensic and Litigation Consulting

October 14, 2021

Bert Greene
Duane Morris LLP
Las Cimas IV
900 S. Capital of Texas Hwy., Suite 300
Austin, TX 78746
bgreene@duanemorris.com

Re: TruSun Technologies v. Eaton Corp.
FTI Job No. 007436.0147

Enclosed is our invoice for professional services rendered in connection with the above referenced matter. This invoice covers professional fees through September 30, 2021.

Please do not hesitate to call me to discuss this invoice or any other matter.

Sincerely yours,

Ida Shea
Managing Director

Enclosures

**Invoice Remittance**

Bert Greene
 Duane Morris LLP
 Las Cimas IV
 900 S. Capital of Texas Hwy., Suite 300
 Austin, TX 78746
 bgreene@duanemorris.com

October 14, 2021
 FTI Invoice No. 7599911
 FTI Job No. 007436.0147
 Terms NET 30
 Federal I.D. [REDACTED]
 Currency: USD

Re: TruSun Technologies v. Eaton Corp.

Current Invoice Period: Charges Posted through September 30, 2021

Amount Due This Period

Professional Services.....	\$32,860.00
Expenses.....	\$0.00
Amount Due this Period.....	\$32,860.00

Previous Balance Due

Date	Invoice #	Amount	Payments	
07/15/2021	7589457	\$48,483.00	\$0.00	\$48,483.00
08/16/2021	7593141	\$112,053.00	\$0.00	\$112,053.00
09/14/2021	7595994	\$82,747.00	\$0.00	\$82,747.00
Previous Balance Due.....				\$243,283.00
Total Amount Due				\$276,143.00

Please Remit Payment To: FTI Consulting, Inc.
P.O. Box 418005
Boston, MA 02241-8005

Overnight Payments

Wire Payment To:

ACH Payments To:



Invoice Summary

Bert Greene
 Duane Morris LLP
 Las Cimas IV
 900 S. Capital of Texas Hwy., Suite 300
 Austin, TX 78746
 bgreene@duanemorris.com

October 14, 2021
 FTI Invoice No. 7599911
 FTI Job No. 007436.0147
 Terms NET 30
 Federal I.D. [REDACTED]
 Currency: USD

Re: TruSun Technologies v. Eaton Corp.

Current Invoice Period: Charges Posted through September 30, 2021

Name	Title	Rate	Hours	Total
Brent Bersin	Senior Managing Director	\$700.00	34.0	\$23,800.00
Ida Shea	Managing Director	\$600.00	15.1	\$9,060.00
				\$32,860.00
Expenses				\$0.00
Invoice Total				\$32,860.00

*Invoice Activity***PROFESSIONAL SERVICES****Damages Analysis****Brent Bersin**

09/08/21		2.10	
09/20/21		4.20	
09/21/21		3.40	
09/23/21		2.50	
09/24/21		3.30	
09/25/21		2.00	
09/28/21		3.00	
09/30/21		5.00	
10/01/21		8.50	
		<u>\$700.00 per hour x total hrs of</u>	<u>34.00 \$23,800.00</u>

Ida Shea

09/21/21		1.80	
09/22/21		4.00	
09/23/21		4.00	
09/24/21		2.30	
09/27/21		1.00	
09/28/21		1.00	
09/30/21		1.00	
		<u>\$600.00 per hour x total hrs of</u>	<u>15.10 \$9,060.00</u>

EXHIBIT D



Forensic and Litigation Consulting

November 12, 2021

Bert Greene
Duane Morris LLP
Las Cimas IV
900 S. Capital of Texas Hwy., Suite 300
Austin, TX 78746
bgreene@duanemorris.com

Re: TruSun Technologies v. Eaton Corp.
FTI Job No. 007436.0147

Enclosed is our invoice for professional services rendered in connection with the above referenced matter. This invoice covers professional fees through October 31, 2021.

Please do not hesitate to call me to discuss this invoice or any other matter.

Sincerely yours,

Ida Shea
Managing Director

Enclosures

cc: bgreene@duanemorris.com

**Invoice Remittance**

Bert Greene
 Duane Morris LLP
 Las Cimas IV
 900 S. Capital of Texas Hwy., Suite 300
 Austin, TX 78746
 bgreene@duanemorris.com

November 12, 2021
 FTI Invoice No. 7603239
 FTI Job No. 007436.0147
 Terms NET 30
 Federal I.D. [REDACTED]
 Currency: USD

Re: TruSun Technologies v. Eaton Corp.

Current Invoice Period: Charges Posted through October 31, 2021

Amount Due This Period

Professional Services.....	\$14,579.00
Expenses.....	\$0.00
Amount Due this Period.....	\$14,579.00

Previous Balance Due

Date	Invoice #	Amount	Payments	
07/15/2021	7589457	\$48,483.00	\$0.00	\$48,483.00
09/14/2021	7595994	\$82,747.00	\$0.00	\$82,747.00
10/14/2021	7599911	\$32,860.00	\$0.00	\$32,860.00
Previous Balance Due.....				\$164,090.00
Total Amount Due				<u>\$178,669.00</u>

Please Remit Payment To: FTI Consulting, Inc.
P.O. Box 418005
Boston, MA 02241-8005

Overnight Payments

Wire Payment To:

ACH Payments To:

**Invoice Summary**

Bert Greene
 Duane Morris LLP
 Las Cimas IV
 900 S. Capital of Texas Hwy., Suite 300
 Austin, TX 78746
 bgreene@duanemorris.com

November 12, 2021
 FTI Invoice No. 7603239
 FTI Job No. 007436.0147
 Terms NET 30
 Federal I.D. [REDACTED]
 Currency: USD

Re: TruSun Technologies v. Eaton Corp.

Current Invoice Period: Charges Posted through October 31, 2021

Tasks	Hours	Total
Damages Analysis	20.3	\$13,950.00
Graphics Production	1.7	\$629.00
Total	22.0	\$14,579.00

Name	Title	Rate	Hours	Total
Brent Bersin	Senior Managing Director	\$700.00	17.7	\$12,390.00
Ida Shea	Managing Director	\$600.00	2.6	\$1,560.00
David Reeder	Senior Consultant	\$370.00	1.7	\$629.00
				\$14,579.00

Expenses	\$0.00
-----------------	---------------

Invoice Total	\$14,579.00
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**Invoice Activity*****PROFESSIONAL SERVICES*****Graphics Production****David Reeder**

10/15/21		1.70	
	\$370.00 per hour x total hrs of	1.70	\$629.00

Damages Analysis**Brent Bersin**

10/13/21		3.30	
10/14/21		2.00	
10/18/21		1.00	
10/21/21		2.30	
10/22/21		2.50	
10/28/21		3.60	
10/29/21		3.00	
	\$700.00 per hour x total hrs of	17.70	\$12,390.00

Ida Shea

10/15/21		1.30	
10/18/21		1.00	
10/28/21		0.30	
	\$600.00 per hour x total hrs of	2.60	\$1,560.00

EXHIBIT E



Forensic and Litigation Consulting

December 14, 2021

Bert Greene
Duane Morris LLP
Las Cimas IV
900 S. Capital of Texas Hwy., Suite 300
Austin, TX 78746
bgreene@duanemorris.com

Re: TruSun Technologies v. Eaton Corp.
FTI Job No. 007436.0147

Enclosed is our invoice for professional services rendered in connection with the above referenced matter. This invoice covers professional fees through November 30, 2021.

Please do not hesitate to call me to discuss this invoice or any other matter.

Sincerely yours,

Ida Shea
Managing Director

Enclosures

cc: bgreene@duanemorris.com

**Invoice Remittance**

Bert Greene
 Duane Morris LLP
 Las Cimas IV
 900 S. Capital of Texas Hwy., Suite 300
 Austin, TX 78746
 bgreene@duanemorris.com

December 14, 2021
 FTI Invoice No. 7606853
 FTI Job No. 007436.0147
 Terms NET 30
 Federal I.D. [REDACTED]
 Currency: USD

Re: TruSun Technologies v. Eaton Corp.

Current Invoice Period: Charges Posted through November 30, 2021

Amount Due This Period

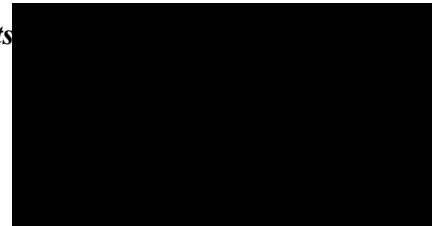
Professional Services.....	\$39,748.00
Expenses.....	\$0.00
Amount Due this Period.....	\$39,748.00

Previous Balance Due

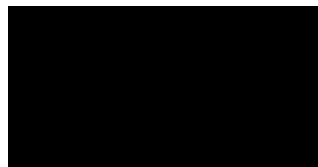
Date	Invoice #	Amount	Payments	
07/15/2021	7589457	\$48,483.00	\$0.00	\$48,483.00
10/14/2021	7599911	\$32,860.00	\$0.00	\$32,860.00
11/12/2021	7603239	\$14,579.00	\$0.00	\$14,579.00
Previous Balance Due.....				\$95,922.00
Total Amount Due				<u>\$135,670.00</u>

Please Remit Payment To: FTI Consulting, Inc.
P.O. Box 418005
Boston, MA 02241-8005

Overnight Payments



Wire Payment To:



ACH Payments To:



**Invoice Summary**

Bert Greene
 Duane Morris LLP
 Las Cimas IV
 900 S. Capital of Texas Hwy., Suite 300
 Austin, TX 78746
 bgreene@duanemorris.com

December 14, 2021
 FTI Invoice No. 7606853
 FTI Job No. 007436.0147
 Terms NET 30
 Federal I.D. [REDACTED]
 Currency: USD

Re: TruSun Technologies v. Eaton Corp.

Current Invoice Period: Charges Posted through November 30, 2021

Tasks	Hours	Total
Damages Analysis	54.2	\$37,010.00
Graphics Production	7.4	\$2,738.00
Total	61.6	\$39,748.00

Name	Title	Rate	Hours	Total
Brent Bersin	Senior Managing Director	\$700.00	44.9	\$31,430.00
Ida Shea	Managing Director	\$600.00	9.3	\$5,580.00
David Reeder	Senior Consultant	\$370.00	7.4	\$2,738.00
				\$39,748.00

Expenses	\$0.00
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Invoice Total	\$39,748.00
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*Invoice Activity****PROFESSIONAL SERVICES*****Graphics Production****David Reeder**

11/09/21		3.70	
11/12/21		1.40	
11/22/21		2.30	
		\$370.00 per hour x total hrs of	7.40 \$2,738.00

Damages Analysis**Brent Bersin**

11/02/21		3.20	
11/03/21		6.70	
11/04/21		5.30	
11/05/21		2.50	
11/12/21		3.00	
11/14/21		1.00	
11/15/21		2.70	
11/16/21		4.10	
11/17/21		3.50	
11/20/21		4.20	
11/29/21		4.10	
11/30/21		2.40	
11/30/21		2.20	
		\$700.00 per hour x total hrs of	44.90 \$31,430.00

Ida Shea

11/05/21		6.00	
11/15/21		1.30	
11/16/21		0.50	
11/17/21		0.50	
11/30/21		1.00	
		\$600.00 per hour x total hrs of	9.30 \$5,580.00

EXHIBIT F



Forensic and Litigation Consulting

January 13, 2022

Bert Greene
Duane Morris LLP
Las Cimas IV
900 S. Capital of Texas Hwy., Suite 300
Austin, TX 78746
bgreene@duanemorris.com

Re: TruSun Technologies v. Eaton Corp.
FTI Job No. 007436.0147

Enclosed is our invoice for professional services rendered in connection with the above referenced matter. This invoice covers professional fees through December 31, 2021.

Please do not hesitate to call me to discuss this invoice or any other matter.

Sincerely yours,

Ida Shea
Managing Director

Enclosures

cc: bgreene@duanemorris.com

**Invoice Remittance**

Bert Greene
 Duane Morris LLP
 Las Cimas IV
 900 S. Capital of Texas Hwy., Suite 300
 Austin, TX 78746
 bgreene@duanemorris.com

January 13, 2022
 FTI Invoice No. 7610077
 FTI Job No. 007436.0147
 Terms NET 30
 Federal I.D. [REDACTED]
 Currency: USD

Re: TruSun Technologies v. Eaton Corp.

Current Invoice Period: Charges Posted through December 31, 2021

Amount Due This Period

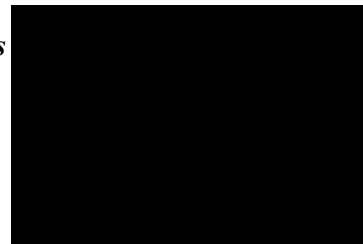
Professional Services.....	\$34,750.00
Expenses.....	\$0.00
Amount Due this Period.....	\$34,750.00

Previous Balance Due

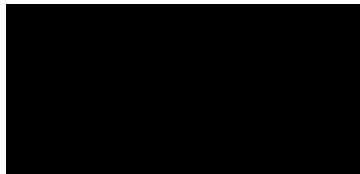
Date	Invoice #	Amount	Payments	
07/15/2021	7589457	\$48,483.00	\$0.00	\$48,483.00
10/14/2021	7599911	\$32,860.00	\$0.00	\$32,860.00
11/12/2021	7603239	\$14,579.00	\$0.00	\$14,579.00
12/14/2021	7606853	\$39,748.00	\$0.00	\$39,748.00
Previous Balance Due.....				\$135,670.00
Total Amount Due				<u>\$170,420.00</u>

Please Remit Payment To: FTI Consulting, Inc.
P.O. Box 418005
Boston, MA 02241-8005

Overnight Payments



Wire Payment To:



ACH Payments To:



**Invoice Summary**

Bert Greene
 Duane Morris LLP
 Las Cimas IV
 900 S. Capital of Texas Hwy., Suite 300
 Austin, TX 78746
 bgreene@duanemorris.com

January 13, 2022
 FTI Invoice No. 7610077
 FTI Job No. 007436.0147
 Terms NET 30
 Federal I.D. [REDACTED]
 Currency: USD

Re: TruSun Technologies v. Eaton Corp.

Current Invoice Period: Charges Posted through December 31, 2021

Name	Title	Rate	Hours	Total
Brent Bersin	Senior Managing Director	\$700.00	32.5	\$22,750.00
Ida Shea	Managing Director	\$600.00	20.0	\$12,000.00
				\$34,750.00
Expenses				\$0.00
Invoice Total				\$34,750.00

*Invoice Activity***PROFESSIONAL SERVICES****Damages Analysis****Brent Bersin**

12/02/21		2.20
12/03/21		2.50
12/04/21		2.80
12/06/21		2.10
12/07/21		3.20
12/10/21		3.30
12/14/21		4.20
12/15/21		2.30
12/16/21		2.40
12/16/21		1.70
12/17/21		3.40
12/19/21		2.40

\$700.00 per hour x total hrs of	32.50	\$22,750.00
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Ida Shea

12/02/21		1.00
12/07/21		5.00
12/08/21		3.00
12/09/21		3.00
12/10/21		5.00
12/17/21		3.00

\$600.00 per hour x total hrs of	20.00	\$12,000.00
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EXHIBIT G



Forensic and Litigation Consulting

January 18, 2022

Bert Greene
Duane Morris LLP
Las Cimas IV,
900 S. Capital of Texas Hwy., Suite 300
Austin, TX 78746
bgreene@duanemorris.com; obo: TruSun Tech

Re: TruSun Technologies v. Eaton Corp. - TAS
FTI Job No. 007436.0156

Enclosed is our invoice for professional services rendered in connection with the above referenced matter. This invoice covers professional fees through December 31, 2021.

Please do not hesitate to contact me to discuss this invoice or any other matter.

Sincerely yours,

Margaret Lindsay
Senior Director, Project Management
margaret.lindsay@fticonsulting.com

Enclosures

***Invoice Remittance***

Bert Greene
 Duane Morris LLP
 Las Cimas IV,
 900 S. Capital of Texas Hwy., Suite 300
 Austin, TX 78746
 bgreene@duanemorris.com; obo: TruSun Tech

January 18, 2022
 FTI Invoice No. 7610506
 FTI Job No. 007436.0156
 Terms NET 30
 Federal I.D. [REDACTED]
 Currency: USD

Re: TruSun Technologies v. Eaton Corp. - TAS

Current Invoice Period: Charges Posted through December 31, 2021

Amount Due This Period

Professional Services.....	\$3,160.00
Expenses.....	\$0.00
Amount Due this Period.....	\$3,160.00

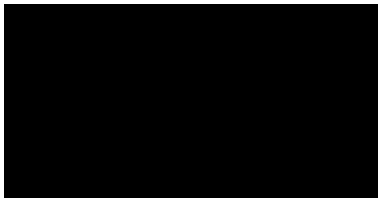
Rate Change Adjustment	-\$333.00
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Total Amount Due	<u>\$2,827.00</u>
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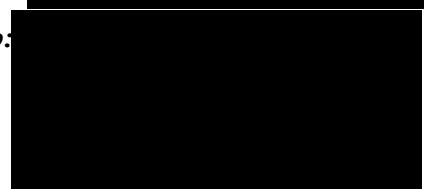
Please Remit Payment To: FTI Consulting, Inc.
P.O. Box 418005
Boston, MA 02241-8005

Overnight Payments

Wire Payment To:



ACH Payments To:





Invoice Summary

Bert Greene
 Duane Morris LLP
 Las Cimas IV,
 900 S. Capital of Texas Hwy., Suite 300
 Austin, TX 78746
 bgreene@duanemorris.com; obo: TruSun Tech

January 18, 2022
 FTI Invoice No. 7610506
 FTI Job No. 007436.0156
 Terms NET 30
 Federal I.D. [REDACTED]
 Currency: USD

Re: TruSun Technologies v. Eaton Corp. - TAS

Current Invoice Period: Charges Posted through December 31, 2021

Tasks	Hours	Total
Graphics Consulting	8.0	\$3,160.00
Total	8.0	\$3,160.00

Name	Title	Rate	Hours	Total
Alan Ruffier	Senior Managing Director	\$395.00	8.0	\$3,160.00
				\$3,160.00

Rate Change Adjustment	-\$333.00
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Expenses	\$0.00
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Invoice Total	\$2,827.00
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*Invoice Activity****PROFESSIONAL SERVICES*****Graphics Consulting****Alan Ruffier**

12/15/21

12/16/21

4.00

4.00

\$395.00 per hour x total hrs of

8.00

\$3,160.00